

1888-057 Chancery Causes: Daniel H. Bruce & vs. Anderson Robbins &
Lee Co.

Ely, Pennington, Zion

CA-Debt
T-Property

To the Hon. H. S. K. Morison Judge of the Circuit Court of Lee County Virginia.

The bill of complaint of Daniel H. Bruce and Thomas J. Ely would respectfully represent, that some time prior to the 17th day of September 1887. they became the securities of one Anderson Robbins for the sum of \$20.00 to one Eli Hughes a note or bond was executed therefor to said Hughes and ^{was} signed and delivered by said Robbins Bruce & Ely to him for that sum with interest from Sept 17 1887. till paid And said note or bond was at a subsequent time assigned or transferred by said Hughes to one John M. Smith

Your Orators state that on the 25th day of Nov. 1887. Suit was brought on said note or bond before John S. Myers a Justice of the peace for said county in the name of said Eli Hughes for the benefit of John M. Smith against said Anderson Robbins and your Orators Bruce and Ely, and on the 26th day of Nov. 1887. the said Justice rendered a judgment thereon in favor of said Hughes for the benefit of said Smith against said Anderson Robbins & your Orators D. H. Bruce and Thomas J. Ely for the sum of \$20.00 with legal interest thereon from the 17th day of Sept 1887 till paid, and the costs amounting to \$1.00 and the original ^{warrant} in the cause

and the said judgment and Execution which issue thereon is herewith filed as a part of this bill marked (A) and the same is prayed to be so considered.

Your Orators further state that said judgment was returned to the clerk's office of Lee County Court and was entered by the clerk of that court in the execution book kept therein for justices judgments, and an execution ^{was} issued thereon by the clerk of said county court, and for these services the said clerk became entitled to \$1.13 which constitutes a further part of the costs incident to said suit.

Your Orators further state that said judgment has been regularly docketed on the Judgment lien docket in said county court as shown by extracts taken therefrom herewith filed marked (B)

Your Orators further state that on or about the 5th day of Decr 1887 they were called upon and did pay as the sureties of said Robbins the sum of \$22.42 of which Your Orator Bruce paid one half and your Orator Ely the other half.

Your Orators further state that at the time said judgment was rendered as well as now, the said Anderson Robbins was and is the owner of a tract of land in said County of Lee in the 6th orchard country and on Joneses Creek which was conveyed to him by Levi Pennington about the year 1873 when so conveyed contained more than

200 acres a part of which has been sold and conveyed by said Robins, but he is still the owner of a considerable portion thereof.

Your Orators are advised that said judgment operates as a lien on so much of said land as was owned by said Robins on the 26th day of Nov. 1887. the date of said judgment.

Your Orators further state that by deed dated the 24th day of Feb. 1887, and recorded April 25 1887. the said Anderson Robins wife conveyed said land to one Elijah W. Pennington as trustee to secure to one Wm. D. Gian a debt supposed to be about \$50.00 And your Orators have been informed and hence they allege that all of said debt so secured by said deed of trust to be paid, has been paid to said Gian except about \$15.00 and this, or whatever may be due thereon constitutes a lien on said land which is older in point of time, and has priority over the said judgment at law.

Your Orators are advised that since they as the securities of said Robins have paid off and discharged the said judgment which operated as a lien on said land in ^{favor of} said Hughes for the benefit of said Smith, that they are entitled in a court of equity to be substituted, to the lien of said Hughes judgment, for the benefit of said Smith.

and to have the said lien enforced by a sale of said land for their benefit, and to attain that end is the object of this bill.

The premises considered Your Orators pray that said Anderson Robbins, E. W. Pennington trustee and W. D. Hyman be made defendants to this bill and be required to answer the same fully on oath. And upon a hearing of the cause a Decree be entered substituting your Orators to the lien of said Hughes judgment and that the real estate of said Robbins be sold to pay the balance due on said deed of trust if said Hyman shall so desire, and to reimburse your Orators for the money so paid out by them, and if said Hyman shall not desire to have his said lien now enforced, then that so much of said lands be sold, subject to said deed of Trust as will pay the said judgment lien and interest thereon from the day of 188 till paid & the costs of this suit, and if Mistaken in this their special prayer then your Orators pray for all general relief, May please.

Henry J. Morgan for Plffs

6.11 to April 1888
S 1.50 paid
A 15.00
Esti 5.00
\$27.61

Bruce & Ely

N.J.M.

vs. $\frac{1}{3}$ Original Bill

Anderson Robinson

1888 Feby. Bill filed Sp. Ex-
cuted + D. Crisi

" Mr. D. Crisi Confd and
Cause set for hearing.

" Apr. Decree Contd.

Aug. Sale confd + deed ordered.

" Deed Confd. + decree final.

Decree final

The joint demurrers of E. H. Huntington Trustee, Anderson Robbins, and W. D. Ziaer to a bill of complaint exhibited against them, in chancery, in the circuit-court of the U. S., by D. H. Bruce and T. J. Ely.

The said defendants not confessing or acknowledging all or any of the matters in and by the said bill set forth and complained of, to be true in manner and form as the same are therein set forth and alleged, say that they are advised that there is no matter or thing in the complainant's said bill contained ^{good} and sufficient in law to call these defendants to account in this court for the same; and they do demur thereto accordingly, and for cause of demurrer thereto say that the said bill, if the same were true, which these defendants do in no wise admit, contains not any matter of equity whereon this court can grant any decree, or give the complainant any relief or assistance, as against these defendants. Wherefore and for divers

errors and defects in the said bill
of complaint-contained, and appear-
ing on the face thereof, the said de-
fendants do as aforesaid demur
in law thereto, and do humbly
crave the judgment of this court,
whether they can be sued to re-
spond to the ^{plaintiffs} claim of \$20⁰⁰ without
plaintiffs first having given
the notice ^{in manner and form} as required by chap-
ter 78 section 9 of the acts of the
General Assembly of 1877-8, §68
and whether they can be com-
pelled or ought to make any an-
swer thereto than as aforesaid.
And these defendants humbly
pray to be hence dismissed with
their costs and charges in this be-
half expended and most wrong-
fully sustained.

W. W. Cunningham
for Defendants.

A. Robinson et al

vs } Defendants

J. S. Elly & J. S. Bruce

Bruce & Ely Peff
vs. } In Ely
Anderson Robbins & al Defts }

This cause came on to be finally heard on the papers heretofore read in the cause, and the report of Special Commr. H. J. Morgan made and filed during the present term showing the execution of the deed of conveyance to Thomas J. Ely the purchaser of the land in the bill mentioned pursuant to a former decree in the cause was argued by counsel. And the said report and deed being accepted to the consideration of all which it is adjudged ordered & decreed that said report and deed be confirmed, and the clerk of this will deliver said deed to the county court clerk for recordation, and no further action being necessary in the cause the parties are hence dismissed & the cause stricken from the docket.

Bornet & Ely

vs $\frac{1}{2}$ Decm No. 3 final

Anderson Robbins cal

Entered Page 153.

J. A. D. Lyall acc

Enter this
Sept 5 1888
P. S. X. M.

Bruce & Ely Peff
vs. } In Lohy
Anderson Robbins & al Defts }

This cause came on this day to be further heard on the papers formerly read, and the report of Special Comr. H. J. Morgan dated July 3rd. and filed in the cause Augt 20 1888 showing the sale of the land in the bill mentioned, and was argued by counsel. And the said report being unaccepted to. On consideration of all which it is adjudged ordered and decreed that said report be and the same is confirmed and pursuant to a suggestion therein made Henry J. Morgan is appointed a Special Comr. for the purpose who is directed to convey with covenants of Special warranty, the tract of land in the bill mentioned to Thomas J. Ely the purchaser thereof reserving therein the Vendors Lien for \$11.59 the balance of the purchase money with interest from July 3 1888 and said Comr. will report his action to the court, and until the coming in thereof the cause is continued.

Bruce & Ely

or $\frac{1}{2}$ Dec. 2

Anderson Robbins or

Entered page 143

J. A. Hyatt & Co

Enter this

Sept 1888.

W. A. Hyatt

Bruce & Ely Peffs. }
vs. } In Chy
Anderson Robbins & Defts }

This cause came on this day to be heard on the Bill of the Peffs and exhibits therewith and the Demurrer thereto by the Defts. And the said Demurrer being argued and considered, is overruled by the Court and no other defence being offered it appears to the Court that the Plaintiffs are entitled to be substituted to the lien created by the judgment at law in the Bill mentioned and to have the same enforced for their benefit, by a sale of so much of the land in the bill mentioned as will reimburse them for the money paid as the securities of the defendant Robbins subject to the deed of trust in the Bill mentioned. It is therefore adjudged, ordered & decreed that the Peffs recover against the defendant Robbins ^{the amount thereof at date of payment} \$22.42 with legal interest thereon from the 5th day of Decr. 1887 till paid and the costs of this suit. And unless the same be paid the Peffs within 20 days from the rising of the Court, then it is further adjudged and decreed that so much of the Deft Robbins land in the Bill mentioned be sold as will pay the sum above decreed the Peffs subject to the deed of trust referred to in the Bill, at the sale thus decreed so much cash as will pay the costs of suit and sale shall be required to be paid in hand and as to the residue three months time shall be given with interest from date the purchaser to give bond with approved security for the deferred payment, said sale shall be made after 30 days notice showing time, terms & place of sale, it shall be made at public auction to the highest bidder at the Court door of the Court House of San County on some Court day & H. J. Morgan is appointed a Court to execute this decree.

Bruce & Ely

27 1/2 Dec 1880

Andrew Robbins and

Carter's Clerk
"Q.B." page 132

Wyatt & Co.

Entered this
April 5 1880
W. R. W. M.

who before doing so is required to execute bond
before the clerk of this court with good security in the
penalty of \$100- with condition faithfully to account
for all money he may receive by virtue of being such Clerk.
He will report his action to the court & the cause is continued

\$6.11

Received of Henry J. Morgan Court,
in the Chancery Cause of Bruce^{Esq} Ely
vs Anderson Robbins et al Six Dollars
& 11 Cents my fees in said Cause
August 22 1888. J. A. Hyatt C. C.

Bruce & Ely

Peffer

vs.

In Chancery.

Anderson Robbins & Co

Defto

To the Hon, H. H. Morison Judge of the Circuit Court of Lee County Virginia:

Pursuant to your decree entered in this cause on the 5th day of April 1888. I proceeded on the 3rd day of July 1888 to offer for sale, that being county court day, the tract of land in the bill mentioned to the highest bidder at public auction on the terms prescribed by said decree when Thomas J. Ely offered therefor the sum of \$53.32 subject to the older lien in the bill mentioned and that being the highest and best price offered for said land, the said Thomas J. Ely became the purchaser thereof at that price said Ely thereupon paid me in hand the sum of \$27.61 the costs of suit which I have accounted for in the manner shown in the table at the foot of this report. And one half the debt to enforce which this suit was brought being due to him I only required him to give bond for \$11.59 the other half thereof due to the Peffer Bruce with as his security payable three months after date with interest from July 3 1888. The land did not bring a large price but it is poor and so situated as that it will not at any time bring a full price I therefore think the sale ought to be confirmed. Mr Ely having paid the cost and one half the debt. I think it would be safe to make him a deed of conveyance for the land retaining the vendors lien, and then strike the cause from the docket.

The following table shows how I have disposed of the cost.

Recd of H. H. Morison Court one dollar
and fifty cents Sheriff's fee in the cause.

Bowen & Ely

20 } Bond Refd. - Sale of land

Anderson Robbins and

Filed Augt 20 1888

J. C. Hyatt & Co

Conferred Sep 4/88. Dec 10/88

Cash paid down on day of sale	\$27.61
By attorneys fee returned	\$15.00
By 5 per cent commission on sales	2.53
By this sum paid Hyatt clerks cost	6.11
By " " " Sheriffs cost	1.50
By fee for making deed returned	2.50
	\$27.64

All which is respectfully submitted

Henry J. Morgan Guaranty
July 3 1888

Bruce & Ely

vs.

Peffer

} In Ely

Anderson Robbins vs. Defto

To the Hon. H. S. K. Merison Judge of the Circuit
Court of Lee County Va.

As directed by your decree entered in this cause on
the 4th day of Sept, 1888 I have made and acknowledged
for record a deed conveying to Thomas J. Ely the tract
of land in the bill mentioned with covenants of Special
warranty reserving the vendors lien for the unpaid
balance of the purchase money

Respectfully submitted

Henry J. Morgan Special Court.

Sept 5 1888

Bruce & Ely

vs. } Same Report of deed

Anderson Robbins & Co.

Filed Sept 7 1888

Confirmed Sept 5 1888 San Francisco

Virginia—Lee County, to wit:

To *J. W. Myers*

Constable of said county:

I hereby command you to summon *Anderson Robins* if to be found
in your district, to appear at *my office* *D. H. Bruce Thomas & Co.* in said county, on the *26* day of
November 188*7* before me or such other Justice of said county as may then

be there, to try this warrant: to answer the complaint of *Eli Hughes* in favor of
and upon a claim for money not exceeding \$100.00, exclusive of interest, to wit: for *me & my the*
the sum of \$ *20 00* due by *Note*. And then and there

make return of this warrant. Given under my hand the *25* day of *November*
188*7* *J. W. Myers* J. P.

Eli Hughes
D. H. Bruce Anderson Robins } On the *26* day of *November* 188*7*
V. S. *Robins* } In debt.
Thomas & Co. } At *my office* in said county.

Judgement, That the plaintiff recover of the Defecat, \$ *twenty dollars* with
interest thereon from *17* day of *September* 188*7* till paid, and
\$ *1 00* for cost. *J. W. Myers* J. P.

Virginia—Lee County to wit:

To *J. W. Myers*

Constable of said county:

I command you, In the name of the Commonwealth of Virginia, that
of the goods and chattles of *D. H. Bruce Anderson Robins Thomas & Co.* in your county,
you cause to be made the sum of \$ *20 00* with interest thereon from the

17 day of *September* 188*7* till paid, which *Eli Hughes* in favor of
has recovered before me in a warrant in Debt, and also the sum of \$ *1 00* which
were adjudged to said *Eli Hughes* for costs in prosecuting said war-
rant given under my hand *26* day of *November* 188*7*
J. W. Myers J. P.

Jan the 26 1885

Eli Hughes
VS } warrant
A. Ruffins
J. A. Bruce
~~T. J. Ely~~

Executed November 25th 1887
Filed & Docket on J.P.
Docket & fi fa. Dec.
31 1887

J. R. Gibson clk
(A)

clk #113

Docket Dec 6 1887

Eli Hughes for J. M. Smith
vs.

Anderson Robbins D. H. Bruce
and Thomas J. Ely.

Judgt for \$20.00 with interest from
the 17th of Sep 1887 till paid and
the cost. J. P. 1.00 Clerk 1.13

Docketed on the Docket
Jan 12 1888.

Extra do from Judgt in docket

Teste

John R. Gibson Clerk

Anderson Robinsoul

ads. $\frac{1}{3}$ Extract just L. D.

Eli Hughes for Smith

(B)

Eli Hughes for J. M. Smith
vs

A. Robins D. H. Bruce vs J. Ely.

E. W. Pennington Trustee for benefit
of Wm Zain vs W. B. Myers.

} Judgment for \$20.00 with
interest from Sept 17th 1887
till paid & the costs, J. P. 100

C. 1.13

Book 22
p 277 Deed trust Anderson Robins wife to E. W. Pennington
for benefit of Wm D. Ginn Feb 24 1887 Recorded April 25 1887
debt secured - Supposed \$50.

Land lies on Jones Creek and Lake Branch

634
378
1012

Know all men by these presents
that we H. J. Morgan and J. A. Hyatt
are held firmly bound unto the Common-
wealth of Virginia in the sum of one
Hundred Dollars, and for the prompt
payment thereof well and truly to be
made unto the said Cometh, we each
bind ourselves heirs &c and we as
to this bond waive our Home-
stead exemptions, witness our
hands and seals this 3rd May 1888.

The Condition of this bond is
such that whereas the above bound
H. J. Morgan was, by a decree
entered in the Chancery Cause of
Bruce and Ely vs Anderson Rob-
ins et al. at the April Term 1888,
of the Circuit Court for Lee County Va
appointed a Comr, and directed
to sell certain lands mentioned in
said bill. Now therefore should
the said Morgan promptly perform
the duties assigned him and justly
account for all money he may receive
as such Comr then this obligation
to be void otherwise to remain
in full force Henry J. Morgan *[Signature]*
J. A. Hyatt *[Signature]*

Bruce and Ely
vs ¹ Court
Bond
Anderson Robbins et al

Filed May 8 1888.
J A Hyatt

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

Anderson Robbins
E. W. Pennington and
W. L. Zion

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *February* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by

Daniel H. Bruce
and Thomas J. Ely

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *24th* day of *January* 1888, in the 11th year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(H. J. M)

G. H. Bonser et al

us Spavin Chey

Anderson Robbins et al

To February Rules 1888.

Executed by

To appear at the Clerk's Office of the District Court of the Eastern District of New York on the first Monday next after the 5th day of March, 1885, at 10 o'clock of said day, to deliver and exhibit in our said Court

Official Copy of the
Summaries to

Anderson Rabbin
E. W. Pennington
+ W. D. Swan

Yach. Feb 3 1888

R. S. Johnson
for S. H. C. C. C.

Copy 3 A